

Exhibit "D2"

Additional Provisions (SCRRA)

The Licensee agree to comply and to ensure that its contractor complies, at all times when on the rail right-of-way, with the rules and regulations contained in the current editions of the following documents which are "references" incorporated in this document as if they were set in full in this paragraph. These documents can be accessed through SCRRA's website www.metrolinktrains.com, Sub-Sections "About Metrolink" and then "Public Projects/Engineering".

- Right-of-Entry agreement, SCRRA *Form No. 6*
- Rules and Requirements for Construction on Railroad Property, SCRRA *Form No. 37*
- General Safety Regulations for Construction/Maintenance Activity on Railway Property
- SCRRA Engineering Standards

The Licensee agrees to execute and deliver to SCRRA, prior to commencing any work within the rail right-of-way, SCRRA *Form No. 6*, and deliver and secure approval of the insurance required by the two exhibits attached to SCRRA *Form No. 6*. If the Licensee retains a contractor to perform any of work within the rail right-of-way, then the Licensee shall incorporate in its contract documents SCRRA *Form No. 6 (Right-of-Entry agreement)* and SCRRA *Form No. 37 (Rules and Requirements for Construction on Railway Property)*. The Licensee shall be responsible to make sure that the contractor has an approved and executed copy of SCRRA *Form No. 6* and delivered and secured approval of the insurance required by the two exhibits attached to SCRRA *Form No. 6* prior to the contractor's entry on the rail right-of-way.

The Licensee agrees to comply and to ensure that its contractor complies with instructions of SCRRA's inspectors and representatives, in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property of SCRRA or its member agency tenants or licensees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operation of SCRRA's track and other facilities.

The Licensee shall be responsible for the location, protection, relocation and removal of any and all public or private surface, sub-surface and overhead lines and structures. The Licensee shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way. The Licensee shall call SCRRA's signal department at (909) 859-4100 to mark signal and communication cables and conduits. In case of signal emergencies or highway-rail grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number 1-888-446-9721.

If SCRRA shall deem it necessary in the future, to build additional track, tracks or other facilities in connection with the operation of its railroad, at the request of SCRRA, the Licensee shall modify, at its own expense, the proposed bike trail and associated appurtenances to conform to the rail line.

The Licensee, at its sole expense, shall provide and maintain suitable facilities for draining the railroad right-of-way and shall not permit storm and irrigation water to flow or collect upon the right-of-way. The Licensee, at its own expense, shall provide adequate drainage facilities so that storm and irrigation water will not be impeded, obstructed, diverted or caused to back up, overflow or damage the railroad right-of-way.

Licensee	SANBAG

Initials